

Prepared by:

Zephyrhills Property Owners Association, Inc.  
35112 Ada Ave.  
Zephyrhills, FL 33541

**ZEPHYR SHORES PROPERTY OWNERS ASSOCIATION, INC.**  
**CERTIFICATE OF FILING AMENDED AND RESTATED**  
**EXHIBIT A - RULES AND REGULATIONS**

I, Lauretta M. Bragdon, as Secretary of Zephyr Shores Property Owners Association, Inc., a Florida corporation not for profit (the "Association"), and the homeowners' association for Zephyr Shores Estates mobile home park subdivision, do hereby certify that the attached is a true and correct copy of restated and amended Rules and Regulation recorded in O.R. Book 9022, Page 3087 through 3089, and re-recorded in O.R. Book 9962, Pages 2341 through 2343, Public Records of Pasco County, Florida, as adopted by the Board of Directors of the Association at a duly noticed and called meeting held on February 11, 2021, and as approved by not less than two-thirds of the voting interests of the Association at a duly noticed and called meeting of the members of the Association held on February 11, 2021.

I hereby further certify that the same as attached has not been amended.

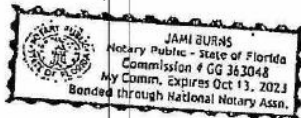
Dated this 30 day of December, 2021.

By: Lauretta M. Bragdon  
Lauretta M. Bragdon, Secretary

STATE OF FLORIDA )  
COUNTY OF PASCO )

The foregoing instrument was acknowledged before me by means of ~ physical presence or ~ online notarization, this 30<sup>th</sup> day of December, 2021, by Lauretta Bragdon as Secretary of Zephyr Shores Property Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He: ~ is personally known to me or ~ has produced Driver License as identification.

[SEAL]



Jami Burras  
Notary Public, State of Florida  
My Commission Expires: 10/13/23

**ZEPHYR SHORES PROPERTY OWNERS ASSOCIATION, INC.**

**Zephyrhills, Florida**

**EXHIBIT "A" REVISED RULES AND REGULATIONS**

**Amended and Restated as of October 2021**

1. Property shall be used for limited commercial purposes, in order to have no outside park traffic. (209-2017)
2. Not more than one (1) mobile home shall be placed on any lot as recorded in the plat of Zephyr Shores Estates Subdivision.
3. All new single-wide mobiles shall be at least 12/52 and doublewides at least 24/36. There will be a ninety (90) day time limit for completion of a carport. No used mobile home without Directors' approval.
4. No sheds, garages or out buildings shall exceed the size of twelve (12) feet wide by twenty (20) feet long and eight (8) feet height. Detached/stand-alone buildings shall be restricted to one (1) per lot.
5. **FOR PARK RESIDENTS ONLY** Motor homes, travel trailers, pop-up trailers may be stored or maintained on any lot or common grounds in Zephyr Shores Estates for **NO** more than **five (5)** days per use or occasion or **fifteen (15)** days per calendar year. This does not apply to non-commercial autos, belonging to the property owner. No commercial vehicles may be stored, maintained or parked overnight on any lot or common grounds in Zephyr Shores Estates.

Allowed are utility trailers not to exceed eight (8) ft. in length, boat trailers, and riding power mowers that must be stored on the property of the owner either in an enclosed building located to the rear of the lot or placed to the rear of the lot in such a manner as to not detract from the appearance of the property.

**GUESTS and FAMILY** who are visiting park residents may NOT park any of the above stated items at the park residence overnight. (2-09-2017).

6. County specification and restrictions apply to all present lot owners and future buyers.
7. No one under the age of sixteen (16) will be allowed to operate a motorized vehicle (cars, golf carts, riding mowers, scooters, etc.) in the park without the direct supervision of an adult.
8. Dogs will be allowed in the section which consists of all lots on the North side of Dale Ave., including lots located on Sheri Ave. and Windy Lane, north of Dale Ave. Dogs must be **fenced** in or kept on a **leash**. Dogs shall be limited to one (1) dog per household. The maximum adult weight of dog shall be 25 pounds.

The same rules apply to all visiting dogs and/or other restricted animals.

House cats will be allowed park wide, but will be restricted to living in the home of the lot owner, and will not be allowed to **roam** about the park. Cats shall be limited to one (1) per household.

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Each animal owner is responsible for any damage, noise and any other disturbance caused by their animal, as well as the removal of that animal's body waste from all properties.

All **animals** must be **registered** at the **office**. **All owners must comply with state and county laws that apply to these animals.** (2/1/2018).

**EXCEPTIONS WILL BE MADE FOR SERVICE AND EMOTIONAL/COMFORT ANIMALS.**

9. Pets not allowed anywhere in the park shall include, but not be limited to: livestock, reptiles, wild animals, and/or exotics. THIS DOES NOT APPLY TO SERVICE, AND EMOTIONAL/SUPPORT ANIMALS. (2/1/2018).
10. Individual sales on the property of the lot owners (i.e. lawn sales) in the park will be permitted but will be limited to conducting the individual sale at a time when the lot owner is moving out of the park or when a new resident is moving into the park. The lawn sale shall be limited to three (3) days. If a resident owns two (2) homes in the park and sells one, they shall have the right to have one (1) yard sale upon the sale of said home.
11. Lawns must be kept cut and grass removed from the street. No mowing will be done before 8:00 a.m. or after 8:00 p.m. The exterior of the home shall be kept clean and maintained, as needed, year round. If determined by the Directors that this rule is being violated, the lot owner will be notified. If after fifteen (15) days the situation is not resolved, the Directors may make arrangements to correct the situation and any expenses incurred, by their action, will be billed to the owner.
12. All propane tanks and clotheslines are to be placed in the back of the mobile home.
13. All persons shall conduct themselves in a lawful manner. The residents at all times shall obey the rules and regulations and shall use their best efforts to see that said rules and regulations are faithfully observed by their families, guests, servants, lessees, and such persons over whom they may have control or supervision. Improper conduct, including profanity, vulgarity, noise, or any offensive activity that may disturb tranquility of the residents of this park, is prohibited.
14. Use of recreation hall for other than park activities and fees for such use must be approved by the Board of Directors.
15. Access to Six Mile Pond from any properties, including but not limited to the dock are restricted for the use of Zephyr Shores Estates residents and their guests only. Guests under age 18, must be accompanied by lot owner. (2-9-2012), (2-9-2017).
16. Visitation of anyone under fifty-five (55) years of age shall not be for more than thirty (30) days per calendar year. Any deviation from this rule shall be requested in writing, signed

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and submitted to the Board. The deviation will require PRIOR approval by a majority of the board.

17. Items not covered by these rules and regulations may be referred to the Board of Directors for its consideration and approval.
18. Only structures manufactured for the purpose of permanent storage sheds may be installed on properties in Zephyr Shores Estates. This restriction includes, but is not limited to: truck bodies, PODs, or any other temporary type of structure. (2-13-2014).
19. No wood burning fire pits allowed in park due to fire safety reasons and close proximity of other structures. (2/9/2017).
20. Rental or Lease – an association parcel shall not be leased or rented without a background and credit check and the prior written approval of the Association, which approval shall not be unreasonably withheld.

In order to preserve the character of the Association of owner-occupied residences, no owner may own more than two (2) units(lots) within the Association, one that they will reside in and one that they may rent or lease upon terms and conditions consistent with the Association's controlling documents. This rental limitation shall be prospective only. All rentals will continue to be subject to prior approval by the Association in the manner set forth in the controlling documents. (12/19/2019)

#### 20.A. Background Screening and Credit Check

**Zephyr Shores Property Owners Association, Inc.**, (the "Association") is the property owners' association for **Zephyr Shores** (the "Community"), a resident-owned mobile home subdivision located in Zephyrhills, Florida. The Association reserves the right to interview, screen, and approve or disapprove all owners and prospective residents of the Community, including, without limitation, parcel owners, tenants, family members, caretakers, and anyone else in residence for periods of time in excess of the guest period described in the Association's controlling documents, for membership in the Association.

All prospective owners and residents must complete an application for membership on the form provided by the Association. A credit check will be performed or obtained by, and reviewed by the association. A credit check will be performed on all residents who will have responsibility for payment off assessments to the Association. Credit worthiness must be acceptable to the Association sufficient to establish the prospective owner's ability to pay Association assessments. The Association will obtain and review a credit report for all prospective owners who will have or share responsibility for payment of assessments to the Association. Current residents are not required to do a background check.

**FREQUENCY:** Initial background checks will be performed for all prospective owners and prospective residents. Additional background checks may be performed for all tenants and their family members upon non-continuous renewal of leases.

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**CREDIT CHECK:** All applicants who will be responsible for payment of assessments, rent, mortgage payments must have a credit score of not less than **660** from a credit rating agency acceptable to the Association

If the applicants are husband and wife, one of them must qualify.

If the applicants are not married, then all applicants who will be responsible for payment of assessments or rent must qualify individually.

If an applicant is denied residency based upon credit, then upon request, the applicant will be provided with a statement of the reason or reasons for denial, and may, if the applicant wishes, present an updated report from a credit agency for consideration by the Association.

Credit reports must show no bankruptcies within seven (7) years previous to application.

Applicants with no credit score or credit history may, if the applicant wishes, provide verifiable employment and income information for the association's consideration.

**CRIMINAL HISTORY:** A criminal background check will be performed or obtained by the Association on all applicants for residency in the park. Grounds for denial of an application for residency include:

Applicant is listed on an official sex offenders or sexual predator's registry of any governmental authority.

Applicant has a history of: Conviction of a crime involving the manufacturing or distribution of illegal drugs; Conviction for a crime of violence against a person or persons.

Applicant has a history within the last seven (7) years of: Conviction of a felony; Conviction for driving under the influence (DUI) or driving while intoxicated (DWI); resulting in personal injury to other person or persons; at least five (5) years must have elapsed since completion of the sentence for which the applicant was convicted.

**FEES:** The Association reserves the right to charge a fee of up to \$100.00 per application for residency. The current fee is \$100.00 per person (however, only one fee is charged to married couples).

**APPROVALS AND DENIALS:** Applicants will be notified by telephone or email within five (5) days of approval or denial of background screening. Written notification of denials will be mailed within ten (10) days.

21. **HOME** – A mobile home located upon a Unit (lot) must be sold with the unit. Units with a mobile home located on them must be sold with the home located thereon. From and after the date of recording this amendment, no home may be sold separately from Unit which it is located (12/19/2019)